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**SECOND AMENDMENT TO MORTGAGE AND
ASSIGNMENT OF LEASES AND RENTS**

Dated: April 20th, 2015

Mortgagor:

Gannon & Golf, Ltd.
1075 West Golf Road
Hoffman Estates, IL 60194

Mortgagee:

Mercedes-Benz Financial Services USA LLC
36455 Corporate Drive
Farmington Hills, MI 48331

Mortgaged Property:

Common Address: 1075 West Golf Road, Hoffman Estates, IL 60194

Property Tax Index Nos.: 07-16-100-015-0000

Prepared by:

Stephen E. Dawson, Esq.
Dickinson Wright PLLC
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Troy, MI 48084
(248) 433-7200

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SECOND AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS

THIS SECOND AMENDMENT TO MORTGAGE AND ASSIGNMENT OF LEASES AND RENTS ("Second Amendment"), made and entered into this 20th day of April, 2015, by and between **GANNON & GOLF, LTD.**, an Illinois corporation, having an address at 1075 West Golf Road, Hoffman Estates, Illinois 60169 ("Mortgagor"), and **MERCEDES-BENZ FINANCIAL SERVICES USA LLC** (fka DCFS USA LLC), a Delaware limited liability company, having its office at 36455 Corporate Drive, Farmington Hills, Michigan 48331 ("Mortgagee").

PRELIMINARY STATEMENT

A. WHEREAS, Mortgagee has previously given Mortgagor a loan in the amount of \$7,380,000.00 ("Original Loan") and on January 16, 2009, to evidence the Original Loan, Mortgagor executed and delivered to Mortgagee its Fixed Rate Promissory Note ("Original Note") in the principal amount of Seven Million Three Hundred Eighty Thousand and 00/100 Dollars (\$7,380,000.00), a Mortgage ("Original Mortgage") securing the Original Note and creating a lien on certain real property and improvements located in the City of Hoffman Estates, Cook County, State of Illinois, which Mortgage was recorded on January 22, 2009, as Document No. 0902233055, Cook County Records, with respect to the property described in Exhibit A attached hereto ("Mortgaged Premises"), and an Assignment of Leases and Rents (the "Original Assignment") assigning the leases and rents of the Mortgaged Premises, which Original Assignment was recorded on January 22, 2009, as Document No. 0902233056, Cook County Records.

B. WHEREAS, Mortgagor and Mortgagee agreed to amend the Original Loan to reduce the interest rate and on March 15, 2011, Mortgagor executed and delivered to Mortgagee an Amended and Restated Fixed Rate Promissory Note (the "First Amended Note").

C. WHEREAS, the First Amended Note matured on February 1, 2012, and Mortgagor applied to extend the maturity date and adjust the interest rate and monthly payment amount with respect to the then current principal balance of the First Amended Note ("First Amended Loan") and executed on January 25, 2012 (i) a Second Amended and Restated Fixed Rate Promissory Note in the amount of Six Million Seven Hundred Thirteen Thousand Eight Hundred Eighty-Two and 16/100 Dollars (\$6,713,882.16) which, among other things, has a maturity date of January 1, 2015 ("Second Amended Note"), (ii) a First Amendment to Mortgage and Assignment of Leases and Rents recorded on January 31, 2012, as Document No. 1203116047, in the Office of the Cook County Register of Deeds (the Original Mortgage and Original Assignment as so amended being hereinafter the "Mortgage" and "Assignment", respectively) and (iii) various other loan documents ("First Amended Loan Documents") in connection therewith.

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D. WHEREAS, the Second Amended Note matured on January 1, 2015, and Mortgagor has applied to extend the maturity date, increase the loan amount and adjust the interest rate and monthly payment amount ("Second Amended Loan") and has executed on even date herewith (i) a Third Amended and Restated Fixed Rate Promissory Note in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars (\$6,800,000.00) which, among other things, has a maturity date of April 1, 2020 ("Third Amended Note") and (ii) various other loan documents ("Second Amended Loan Documents") in connection therewith.

E. WHEREAS, as a further condition to the Second Amended Loan, Mortgagee has required that the wholesale lines of credit of Infiniti of Hoffman Estates, Inc., Motor Werks L.P., Motorwerks of Hoffman Estates, Inc. and Land Rover Sales and Service of Hoffman Estates, Inc. (the "Guarantor Indebtedness") be secured by the Mortgage.

F. WHEREAS, Motor Werks Partners, L.P., Infiniti of Hoffman Estates, Inc., Motor Werks of Hoffman Estates, Inc. and Land Rover Sales and Service of Hoffman Estates, Inc. (the "Guarantors") in order to induce Mortgagee to make the the Second Amended Loan requested by Mortgagor have agreed to guarantee the repayment of the Second Amended Loan and the performance by the Mortgagor of all terms of the Third Amended Note, the Guarantor Indebtedness, the Mortgage and the Assignment as hereby and heretofore modified securing such Loans.

G. WHEREAS, Mortgagor and Mortgagee desire to amend the Mortgage as provided for below in order to secure the Third Amended Note and the Guarantor Indebtedness by the Mortgage and Assignment.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, receipt whereof is hereby severally acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. (a) The obligations secured by the Mortgage and Assignment shall include the obligations of the Mortgagor under the Third Amended Note and the Second Amended Loan Documents given to Mortgagee on even date herewith and the Guarantor Indebtedness, (b) the indebtedness evidenced by the Third Amended Note and the Guarantor Indebtedness shall be included in the definition of "Mortgage Indebtedness" under the Mortgage, (c) the Third Amended Note shall be included in the definition of "Note" under the Mortgage and Assignment, (d) the Third Amended Note, the Second Amended Loan Documents, the Guarantor Indebtedness and this Second Amendment and all of the documents, agreements and instruments between the Mortgagor and any Guarantor and the Mortgagee shall be considered a "Loan Document" as defined in the Mortgage, and (e) this Second Amendment shall be a "Security Agreement" under the Assignment.

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2. The Mortgagor hereby acknowledges and reaffirms (a) its grant of mortgage and security interest in the improvements, fixtures and all real and personal property located on the Mortgaged Premises as further described in the Mortgage and (b) its assignment of the Leases under the Assignment.

3. Mortgagor hereby acknowledges and reaffirms that the Mortgage is a valid first lien upon the Mortgaged Premises and the Assignment is a valid first assignment of the Leases, and Mortgagor promises and agrees to fulfill all of the terms contained in the Mortgage and Assignment as modified hereby.

4. Nothing contained herein shall in any way impair the Original Note, the Mortgage or Assignment, as hereby and heretofore amended, or the security now held for the indebtedness secured thereunder, or alter, waive, annul, vary or affect any provision, term, condition, or covenant therein, and as subsequently modified, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Original Note, Mortgage or Assignment, as heretofore and hereby amended it being the intent of the parties hereto that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

5. The occurrence of an Event of Default under this Mortgage shall be a default under the Guarantor Indebtedness.

6. This Second Amendment shall be binding upon the heirs, successors and assigns of the parties hereto.

MORTGAGOR:

GANNON & GOLF, LTD.,
an Illinois corporation

By: _____

Name: James E. Hub
Its: President

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

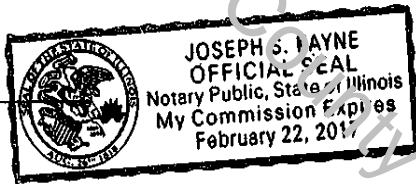
I, Joseph S. Kayne, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James E. Hub as President of **GANNON & GOLF, LTD.**, an Illinois corporation, who is personally known to me to be the same person who name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said Gannon & Golf, Ltd., as Mortgagor as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of April, 2015.



Notary Public

My Commission Expires:



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MORTGAGEE:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC,
a Delaware limited liability company,

By: *Mark Handselmann*
Name: *Mark Handselmann*
Its: *Regional Director Credit Mgmt*

Property of Cook County Clerk's Office

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 25 day of March, 2015, by *Mark Handselmann*, the *RCM* of **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, a Delaware limited liability company, on behalf of the company.



Karie Glover
Notary Public
Tarrant County, State of Texas
My commission expires: *1/4/2017*

DRAFTED BY AND WHEN RECORDED RETURN TO:

Stephen E. Dawson, Esq.
Dickinson Wright PLLC
2600 West Big Beaver Road
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(248) 433-7200

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN THE PLAT OF CONSOLIDATION OF MOTOR WERKS INFINITI (RECORDED DECEMBER 21, 2007 AS DOCUMENT NO. 0735515053), BEING A CONSOLIDATION OF LOT 1 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO. 2, AND PART OF LOT 1 IN HOFFMAN HILLS COMMERCIAL SUBDIVISION UNIT NO. 1, ALL BEING A PART OF THE NORTHWEST ¼ OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Troy 45041-654 1479554v4